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attempt by a corporation to release unpaid stock assessments is subject to attack by creditors. *Vick v. La Rochelle*, 57 Miss. 602; *Rider v. Morrison*, 54 Md. 429; cf. 23 HARV. L. REV. 566. Hence the principal case seems correct in not releasing the shareholders, even though the transaction was intended for the benefit of the bank. Cf. *Walters v. Porter*, 3 Ga. App. 73, 59 S. E. 452; *In re Reciprocity Bank*, 22 N. Y. 9, 18.

DEEDS — CONDITIONS SUBSEQUENT — IMPOSSIBILITY OF PERFORMANCE. — A widow conveyed land to her son and his wife on their promise and on condition that they maintain and care for her during her life, the deed to be null and void if this condition was not complied with. On the death of one grantee and the incurable insanity of the other, the grantor sues for cancellation of the deed. *Held*, that the deed will be canceled. *Huffman v. Rickets*, 111 N. E. 322 (Ind. App.).

It was early laid down that an estate subject to a condition subsequent becomes absolute if the contingency for divesting becomes impossible without fault of the grantee. See CO. LIT. 206 a; *Cromwel's Case*, 2 Coke's Rep. 69, 79 b. However, the hostility of the courts to conditions subsequent has led them to expand this principle even to cases where the condition is not one for divesting, but a contingency on which the grantee may keep the estate. *In re Bird*, 8 Reports 326; *In re Greenwood*, [1903] 1 Ch. 749. See 6 KENT, COM. 130; KALES, CONDITIONAL AND FUTURE INTERESTS IN ILLINOIS, § 277. But in thus relieving an innocent grantee from a forfeiture which he was helpless to prevent, a court should not go beyond cases where the purpose of the condition has been substantially accomplished, as when a merely collateral desire of the grantor becomes impossible. Cf. *Lynch v. Melton*, 150 N. C. 595, 64 S. E. 497. With conditions of support there is no difficulty if the beneficiary dies, though in the lifetime of the testator, as the contingency of divesting cannot happen. *Parker v. Parker*, 123 Mass. 584; *Morse v. Hayden*, 82 Me. 227, 19 Atl. 443. But when the person to furnish support dies, the performance of the contingency on which the grantee may keep the estate becomes impossible, for the personal attention of the grantee is generally contemplated and therefore his successor cannot perform in his place. See *Glocke v. Glocke*, 113 Wis. 303, 312, 89 N. W. 118, 121; cf. *Richards v. Merrill*, 13 Pick. (Mass.) 405, 408. On the ground of this impossibility, the weight of authority would probably hold the condition excused. *Merrill v. Emery*, 10 Pick. (Mass.) 507; cf. *Anderson v. Gaines*, 156 Mo. 664, 57 S. W. 726; *Collett v. Collett*, 35 Beav. 312. And it is doubtful whether the maintenance would constitute a charge on the land. *Richards v. Merrill*, *supra*. See 3 POMEROY, EQUITY JURISPR. 1246 n. Other courts, looking at the hardship on the widow who would thus be deprived of both the support and the land, have rightfully refused to relieve against the forfeiture provided in the deed, and have restored the land to her. *Cromwel's Case*, *supra*. See *Cross v. Carson*, 8 Blackf. (Ind.) 138, 139. However, it is possible that where, as in the principal case, there is both a covenant and a condition, the deed will be construed as if containing a covenant only. See *Hoyt v. Kimball*, 49 N. H. 322, 326. *Contra*, *Glocke v. Glocke*, *supra*; *Cree v. Sherfy*, 138 Ind. 354, 37 N. E. 787. But even if so construed, it is disputed whether equity will grant rescission and restore the land. *Bruer v. Bruer*, 109 Minn. 260, 123 N. W. 813; *Bishop v. Aldrich*, 48 Wis. 619, 4 N. W. 775. *Contra*, *Stebbins v. Petty*, 209 Ill. 291, 70 N. E. 673; *Anderson v. Gaines*, *supra*.

ESTATES TAIL — UNUSUAL FORM OF ESTATE TAIL SPECIAL. — Land was devised to a man "and the heirs of his body (other than A., his eldest son)," with remainders over. *Held*, that the devisee took a valid estate tail special, from which A. was excluded. *Elliot v. Elliot*, [1916] 1 I. R. 30 (Ch. Div.).

The several kinds of estates tail enumerated in the Statute *De Donis* are not exhaustive, but only examples. See CO. LIT. 24 a; CRUISE'S DIGEST, v. 1, Tit.